



**The Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Grace Industries, Inc.
File: B-229548.2
Date: December 23, 1987

DIGEST

1. Agency's request for extension of the bid acceptance period from the first four low bidders whose bids had expired is proper where there is no indication that the bidders whose bids are revived will gain any unfair advantage over other bidders.
2. Protester is not entitled to reimbursement for start-up costs incurred in anticipation of receiving contract award where there is no evidence that the government received a benefit.

DECISION

Grace Industries, Inc. protests the award to any other bidder under invitation for bids (IFB) No. F31610-87-B-0042, issued by the Department of the Air Force for custodial services at Seymour Johnson Air Force Base, North Carolina. We dismiss the protest.

Grace submitted a bid and after bid opening was informed by the Air Force that it was the eighth low bidder. On November 17, in response to the contracting officer's written request, Grace extended its bid acceptance period through December 21. Grace was informed by the contracting officer on November 19 that the first six low bids had been rejected and on November 20 that the seventh low bid had also been rejected and that Grace should be prepared for a December 1 contract start date.

A pre-performance conference then was held on November 30, at which time the contracting officer stated that she had been unable to obtain authorization to award the contract to Grace. Grace was informed the next day that the Air Force had decided to delay making award to Grace pending a review of four of the rejected bids. The contracting officer told Grace that the Air Force was requesting extensions of the bid acceptance period on all four of the bids because their

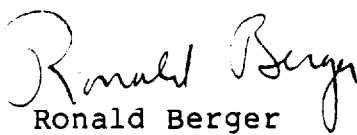
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bid acceptance periods had expired. Grace argues that since the original acceptance period on those bids has expired, the bidders are no longer eligible for award and may not be allowed to revive their bids.

Our Office has recognized that an agency may allow a bidder to extend its acceptance period and revive its expired bid if doing so would not compromise the integrity of the competitive bidding system. Trojan Industries Inc., B-220620, Feb. 10, 1986, 86-1 CPD ¶ 143. Where a bidder offers a bid acceptance period shorter than that requested in the solicitation, the bidder cannot be permitted to revive its bid by extending its acceptance period, since such an extension would compromise the bidding system by prejudicing the other bidders who offered the requested acceptance period. W.A. Strom Contracting, Inc., et al., B-216115, et al., Dec. 26, 1984, 84-2 CPD ¶ 705. Those bidders are prejudiced because they offered what the solicitation requested and assumed a greater risk of price or market fluctuation than the bidder who offered a shorter period than that requested. Id. There appears to be no such prejudice here, however, since Grace does not allege that the bids being revived failed to offer a requested acceptance period. Since it thus appears that all bidders assumed the same risk by providing the same bid acceptance period, no bidder would derive an undue advantage from the opportunity to extend the acceptance period. Therefore, we believe that the Air Force acted properly in allowing bidders to revive their bids.

Grace requests reimbursement for expenses it incurred as a result of its efforts to meet the December 1 contract start date. To the extent Grace is asking for bid preparation costs, our Bid Protest Regulations provide for the recovery of such costs only where a protest is found to have merit. 4 C.F.R. § 21.6(d) (1987). Since we find Grace's protest to be without merit, there is no basis for the award of such costs. In addition, we see no basis on which Grace is entitled to recover the cost of attending and preparing for the pre-performance conference or any start-up costs since those costs were incurred before a contract was awarded and the government received no benefit from them. TMG & Partners, Architects, B-206077.2, June 14, 1982, 82-1 CPD ¶ 576.

The protest is dismissed.


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